



**U.S. Department of Justice**  
Executive Office for Immigration Review  
*Office of the General Counsel*

5107 Leesburg Pike, Suite 2150  
Falls Church, Virginia 22041

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August 23, 2019

***CERTIFIED MAIL – RETURN RECEIPT REQUESTED***

Matthew Hoppock  
MuckRock News  
DEPT MR 71504  
411A Highland Ave  
Somerville, MA 02144-2516

RE: FOIA 2019-26810

Dear Mr. Hoppock:

This letter is in response to your Freedom of Information Act (FOIA) request to the Executive Office for Immigration Review (EOIR) dated April 5, 2019 in which you seek records related to the TechMIS contract to provide the EOIR Morning Briefing and TechMIS invoices.

A search was conducted and records responsive to your request were located. Portions of the records have been redacted in accordance with 5 U.S.C. § 552(b)(4), which concerns trade secrets and commercial or financial information obtained from a person that is privileged or confidential.

For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA. *See* 5 U.S.C. § 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist. *See* <http://www.justice.gov/oip/foiapost/2012foiapost9.html>.

You may contact our FOIA Public Liaison at the telephone number 703-605-1297 for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, Room 2510, 8601 Adelphi Road, College Park, Maryland 20740-6001, e-mail at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

Letter to Matthew Hoppock  
Subject: FOIA 2019-26810

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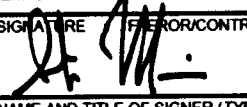
If you are not satisfied with our response to this request, you may administratively appeal by writing to the Director, Office of Information Policy (OIP), United States Department of Justice, Suite 11050, 1425 New York Avenue, NW, Washington, DC 20530-0001, or you may submit an appeal through OIP's FOIAonline portal by creating an account on the following web site <https://www.foiaonline.gov/foiaonline/action/public/home>. Your appeal must be postmarked or electronically transmitted within 90 days of the date of my response to your request. If you submit your appeal by mail, both the letter and the envelope should be clearly marked "Freedom of Information Act Appeal."

Sincerely,

*Joseph Schaaf*

J. R. Schaaf

Enclosure

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>				1. REQUISITION NUMBER 15JE1R-18-PR-0423	
2. CONTRACT NO. GS-00F-215GA		3. AWARD/EFFECTIVE DATE 09/01/2018		4. ORDER NUMBER 15JE1R18F00000201	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lou Ruffino vern.elizee@usdoj.gov		b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY EOIR - Office of Procurement Services 5107 Leesburg Pike, Suite 2240 Falls Church, VA 22041		CODE 15JE1R		10. THE ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE 100.00 % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541611 SIZE STANDARD: \$15,000,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
15. DELIVER TO USDOJ, Executive Office For Immigration Review 5107 Leesburg Pike, Suite 2300 Falls Church, VA 22041		CODE JEOIRHQ		16. ADMINISTERED BY CODE	
17a. CONTRACTOR/OFFEROR TECHNOLOGY - MANAGEMENT & INNOVATIVE SOLUTIONS, LLC Doing Business As: TECHMIS 12208 WOODLANDS CIRCLE DADE CITY, FL 33525 DUNS: 135665169 TELEPHONE NO.		CODE 593671822		FACILITY CODE 135665169	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS N OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY USDOJ, Executive Office For Immigration Review 5107 Leesburg Pike, Suite 2300 Falls Church, VA 22041 CODE JEOIRHQ			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS N OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	The Contractor shall prepare daily briefing memos as prescribed in the Performance Work Statement (PWS) at the awarded firm-fixed price.  The Contractor shall comply with the terms and conditions therein Contract Number GS-00F-215GA and this Task Order.  See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA OBD-2018-0339ADIR-JEOIROOP-JEOIROOPCLAD-JEOIR-25218-2018					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$139,630.44
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE DENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. <input checked="" type="checkbox"/>			29. AWARD OF CONTRACT REF. OFFER DATED 08/22/2018. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS. <input checked="" type="checkbox"/>		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) BJORN MILLER Digitally signed by BJORN MILLER DN: cn=US, o=U.S. Government, ou=Dept of Justice, ou=EOIR, c=US 31b. NAME OF THE CONTRACTING OFFICER (Type or Print) Bjorn Miller 31c. DATE SIGNED 08/29/2018		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Steven Mains, PhD, CEO TechMIS			30c. DATE SIGNED 8/30/18		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

☐ COMPLETE    ☐ PARTIAL    ☐ FINAL

37. CHECK NUMBER

PARTIAL	FINAL
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38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (*Print*)42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

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## Section 2 - Commodity or Services Schedule

**SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	EXECUTIVE BRIEFING SERVICES (BASE PERIOD) Line Period of Performance: 09/01/2018 - 08/31/2019 Base Period				
1001	EXECUTIVE BRIEFING SERVICES (FIRST OPTION PERIOD) Line Period of Performance: 09/01/2019 - 08/31/2020 Unexercised Option 1				
2001	EXECUTIVE BRIEFING SERVICES (SECOND OPTION PERIOD) Line Period of Performance: 09/01/2020 - 08/31/2021 Unexercised Option 2				
3001	EXECUTIVE BRIEFING SERVICES (THIRD OPTION PERIOD) Line Period of Performance: 09/01/2021 - 08/31/2022 Unexercised Option 3				
4001	EXECUTIVE BRIEFING SERVICES (FOURTH OPTION PERIOD) Line Period of Performance: 09/01/2022 - 08/31/2023 Unexercised Option 4				
<b>Base Total:</b>					\$139,630.44
<b>Exercised Options Total:</b>					\$0.00
<b>Unexercised Options Total:</b>					\$587,012.04
<b>Base and Options Total:</b>					\$726,642.48

**FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$139,630.44	OBD-2018-0339ADIR-JEOIROOP-JEOIROOPCLAD-JEOIR-25218-2018
		<b>TOTAL: \$139,630.44</b>	

## Section 3 - Contract Clauses

### Clauses By Full Text

#### Performance Work Statement

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#### EOIR News Service Performance Work Statement

## Background

The Executive Office for Immigration Review (EOIR) intends to outsource the daily creation of morning briefings for the Office of Communications and Legislative affairs and other EOIR officials. In furtherance of EOIR's mission, agency officials must start each day fully informed about important news printed and broadcast nationwide. EOIR has determined that this will best be accomplished via an expert-edited briefing rather than full-text articles or computer-generated summaries.

## Scope

The Contractor shall prepare a daily briefing memo that weaves together the important elements of news stories printed and broadcast nationwide. Stories to be considered will be those that mention EOIR or immigration policy. The items included will be culled from thousands of outlets daily and will be those EOIR officials themselves would have identified as important. Redundant and irrelevant news shall be eliminated. Television news must include stories actually broadcast nationally and locally; it is not sufficient to provide links to stories appearing on the websites of local broadcasters, as many of those stories never aired.

The Contractor shall use human analysts to: find and review articles and broadcasts from all major (and most smaller) daily newspapers, national and local television, newsmagazines, magazines and journals, Internet sites, specialty press, etc. The Contractor shall apply a complex understanding of EOIR's mission; determine which aspects of each story, if any, are important to the various constituencies within EOIR; edit out all information (not stories, but parts of stories) that is redundant or irrelevant; weave the remaining (important) information together such that it reads like a single story rather than what it really is, subsets of myriad stories on the same topic. In creating this news story from elements of various original stories, the Contractor shall, as appropriate, characterize the coverage such that EOIR officials can quickly get a sense for how widely various story elements were ran and also for the general tonality of the coverage.

For print articles referenced in the briefing, the Contractor shall provide a link to the original full-text versions when available on the original publishers' websites. When links point to content on subscription-based sites, EOIR may at its discretion subscribe. For broadcast stories in which reviewing the actual audio/video would be particularly useful, the Contractor shall provide a link to available "video clips" that stream to the reader's desktop.

The briefing shall be delivered weekdays by 7:30 a.m. Eastern Standard Time except on federal holidays (including no more than two days at each of Thanksgiving and Christmas); include news from weekends and federal holidays in the briefing immediately following those days; include a table of contents organized by subject matter; be available via an IP-protected website (including a searchable archive) or other secure delivery as dictated to Contractor by the EOIR; include traditional email, mobile-friendly email, and e-reader enabled devices; and be available to any and all employees of EOIR, exclusively for EOIR's internal use.

The news included in the briefing shall be current, that will include stories appearing that morning in the nation's newspapers and broadcast in the preceding 24 hours by the nation's national and local television news outlets. There shall be an extremely low incidence of missed or day-old stories, typographical errors, and broken links.

The Contractor shall also be extremely flexible to accommodate changes to the briefing based on the changing needs at EOIR. The Contractor shall accommodate changes of this nature within the terms of the existing contract provided those changes do not materially alter the Contractor's costs. The Contractor must be available on short notice to change the topics to be covered; the deadlines; and or the format of the briefing; etc.

Required Service	Desired Results of Performance	Performance Standard	Acceptable Quality Level (AQL)	Performance Assessment
What task/s must be performed to arrive at the desired outcome?	What are the desired results from those tasks?	Identify an indicator of the performance that can be measured.	How much deviation from the performance will be allowed, if any? Remember if this is blank it's expected to be completed at 100%.	How will we determine that the desired results have been achieved?
<ul style="list-style-type: none"> <li>Daily emailed mission specific news briefings</li> <li>Ensure mission related news briefings are emailed by 7:30 am daily</li> <li>Current, Timely, Accurate</li> <li>Current - All news stories within last 24 hours</li> </ul>				



<p>at p er ta in to a g e n c y m is si o n c o m pl et e d at 9 5 % • Ti m el y - s u b m it - te d d ai ly at 7: 3 0 a m - c o m pl et e d at 1 0 0 % • A</p>				
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c c u r a t e - N o T y p o g r a p h i c a l E r r o r s - c o m p l e t e d a t 9 5 % E m a i l r e c e i v e d 7: 3 0 a m w i t h n o t y p o g r a p h i c a l				
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er ro rs w it h al l c ur re nt n e w s st or ie s re le v a nt to a g e n c y m is si o n				
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## Place of Performance

URL: The Contractor shall provide the Executive News Briefing via a URL that is approved and authorized by CLAD Executive Office for Immigration Review.

## Hours of Performance

Postings must be made no later than 7:30 am Eastern Standard Time weekdays.

## Period of Performance

Based Period: September 1, 2018 – August 30<sup>th</sup>, 2019  
 First Option Period: September 1, 2019 – August 30<sup>th</sup>, 2020  
 Second Option Period: September 1, 2020 – August 30<sup>th</sup>, 2021  
 Third Option Period: September 1, 2021 – August 30<sup>th</sup>, 2022  
 Fourth Option Period: September 1, 2022 – August 30<sup>th</sup>, 2023

### Government furnished information and equipment

This contract will be performed off-site. No GFE is required.

## Special Instructions

The Contractor shall agree that upon termination of the contract, whether with or without cause, it shall have no property or possessive right to any of the correspondence, files or materials of whatever kind or description, or any copies or duplicates of such, whether developed or prepared by Contractor or furnished to Contractor by the Government in connection with the performance of the task and that, upon demand, they shall surrender immediately to the Government such items, matters, materials and copies.

Furthermore, in the event the Contractor is replaced with a successor Contractor, the Contractor shall assist the Government in the transition of services in accordance with the attached transition plan (Appendix A).

## Section 508

The Contractor shall comply in sum with Section 508 of the Rehabilitation Act of 1973.

### 52.219-14 Limitations on Subcontracting (Jan 2017)

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(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and
- (3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

- (1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

### 52.227-14 Rights in Data - General (May 2014)

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(a) *Definitions.* As used in this clause--

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

(1) *Means*

- (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
- (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases. (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

*(b) Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

*(c) Copyright--*

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph of this contract (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this

paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.* (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

#### 52.237-3 Continuity Of Services (Jan 1991)

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(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to-

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

#### 52.217-8 Option to Extend Services (Nov 1999)

---

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (months)(years).

(End of clause)



Prior to exercising an option, the Contractor shall certify that its current FSS 00CORP SIN 00CORP SIN 541 2 and/or 874 1 Contract rates are not less than the awarded rates therein the Task Order option period. If the FSS 00CORP SIN 00CORP SIN 541 2 and/or 874 1 Contract rates are less than the rates therein the Task Order option period, the original discount relationship shall remain unchanged.

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

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Funds are not presently available for performance under this contract beyond FY18. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY18, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

---

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

## Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	OBD-186	4
2	Market Research	34
3	IGCE	1
4	Current PO and SOW	6
5	SOW	2

### Transition Plan

## 1. Executive Summary

This plan formally documents the process for the transition of the powers, duties, activities, and functions of tasks and tools for the Current contract. It describes the approach to transitioning work and employees from incumbent contractor to the Awardee. The Current contract is for the outsourcing of the daily creation of morning briefings for the Office of Communications and Legislative affairs and other EOIR officials. In furtherance of EOIR's mission, agency officials must start each day fully informed about important news printed and broadcast nationwide. This contract is currently with TechMIS, LLC (Incumbent) and will transition to a new awardee. The transition will be completed no later than 20 days after contract award.

## 2. Transition Approach

For this transition, the Incumbent will maintain its existing staff throughout the transition period. No additional staffing requirements are anticipated to complete the transition to The Awardee. The transition is expected to take 60 days to complete. Immediately prior to the transition, The Incumbent will stand up its transition team in order to facilitate the activities necessary for successful transition. It is assumed that The Awardee will have its staff at the beginning of the 20 day transition period and will establish a similar team to work with The Incumbent to coordinate the contract's transition. The government should also designate a transition project manager to work with both contractors throughout the transition.

## 3. Transition Team Organization

The following chart illustrates the transition team members from the Government, The Incumbent, and the Awardee as well as the roles and responsibilities of each team member.

Organization	Title	Roles/Responsibilities
Government	Transition Project Manager	Coordinate activities between contractors throughout transition; provide workspace for all transition staff; facilitate transition meetings as required
Government	Contracting Officer	Responsible for overseeing all contract actions and deliverables; responsible for ensuring accountability on all funding and budget items pertaining to the contract
Incumbent	Transition Project Manager	Work with Government and Awardee PMs to coordinate and schedule all transition activities; provide weekly reporting on transition progress; ensure all applicable property and tools are included as part of transition
Incumbent	IT Transition Lead	Ensure all IT activities are completed during transition; document all IT processes, tasks, and activities for transition to the Awardee
Incumbent	Configuration Manager	Ensure all training documentation is complete; ensure completion of user and technical manuals; ensure all documentation is in accordance with SCG standards; ensure proprietary materials are not part of transition
The Awardee	Transition Project Manager	Work with Government and the Incumbent PMs; ensure all transition deliverables are received and understood; identify any gaps in transition activities
The Awardee	IT Transition Lead	Ensure continuity of all IT activities throughout transition; ensure re-

		ceipt of adequate IT documentation of all processes, tasks, and activities
The Awardee	Configuration Manager	Ensure all training documentation received addresses all planned training items; ensure standardization of all transitioned documentation

## 4. Workforce Transition

For this contract transition, all workforce members will remain with their current organization. The incumbent (Incumbent) workforce will remain on-site to perform their transition activities until such time that the transition is completed and approved by all parties. The new contractor (The Awardee) will ensure its workforce is 10 days prior to transition completion. This will allow adequate time to perform all transition activities.

## 5. Work Execution During Transition

Throughout the transition of this contract, work will continue to be performed by Incumbent in accordance with the existing contract. The transition management team will ensure that The Awardee employees work alongside their Incumbent counterparts; however, the Incumbent will maintain all responsibility for tasks and deliverables. At the end of the 20 day transition period, and upon transition approval, The Awardee will assume full responsibility for all tasks and deliverables.

## 6. Subcontracts

N/A

## 7. Property Transition

### 7.1. Government Furnished Equipment (GFE)

As part of this transition, all GFE provided to Incumbent under the Current contract will be turned in to the government upon completion and approval of the transition phase. GFE includes laptop computers, all PEDs, flash and external hard drives, and employee ID badges. All electronic devices will be re-imaged by government IT personnel and re-issued.

### 7.2. Incumbent Owned Equipment

All incumbent owned equipment will remain with the incumbent upon completion and approval of the transition. This equipment includes incumbent-issues laptops and PEDs, organizational tools, organizational process maps, and company ID badges. If it is determined that any incumbent owned equipment is required to stay with the Government to ensure successful completion of the contract, the Government and incumbent contracting officer representatives will coordinate procurement of the equipment through the Government's established procurement management process.

### 7.3. Intellectual Property

All intellectual property which is a direct result of work on the contract deliverables will be transitioned to the new contractor in order to ensure the successful completion of the project. The contract pricing takes intellectual property into consideration and as such, any resulting intellectual property will be owned by the Government.

## 8. Knowledge Transfer

For this transition, knowledge transfer will occur over the entirety of the 20 day transition period. The knowledge transfer will take place via various methods. The incumbent PM will coordinate two formal knowledge transfer sessions to be conducted by the incumbent. These sessions will focus on the transfer of any government specific data related to the tasks and activities of this award. Addi-

tionally, all The Awardee. staff will work alongside their Incumbent counterparts throughout the 20 day period in order to gain familiarity with the processes and organizational assets. The PMs from incumbent, the awardee and the Government will meet no later than 7 days prior to transition completion in order to determine if any further training or knowledge transfer is required.

## 9. Schedule

The following chart illustrates the schedule for transition of the contract from the incumbent to contract awardee. Any changes to this schedule will require review and approval from the Government and all other parties.

Task Name	Duration	Start	Finish
Transition Begins	0 Days		
Kick-Off Meeting	1 Day	(Within 10 days of contract award)	
Knowledge Transfer	1 Day		
Knowledge Transfer Complete	0 Days		
Accounts Disabled, if any	1 Day		
Transfer Complete/Approval	0 Days		

## 10. Handover and Acceptance

The Government will make the determination of when transition is completed and will provide formal acceptance indicating such. To do this, the Government's transition PM will utilize a transition checklist in order to determine that all activities associated with the transition have been completed. The Government's transition PM will also meet with the transition PMs from each contractor to ensure that all concerns and issues have been met and addressed appropriately. Once the Government's transition PM has formally accepted the transition, the checklist and supporting documentation will be signed and accepted by the Government's PM and the designated POC from the contractor. The last step is the formal acceptance and signature of the Government's CO. It is only after all of these approvals and signatures are in place that the transition will be considered complete.

# TechMIS LLC

VERN ELIZEE

Digitally signed by VERN ELIZEE  
DN: c=US, o=U.S. Government, ou=Dept  
of Justice, ou=EOIR, cn=VERN ELIZEE,  
0.9.2342.19200300.100.1.1=15001000486  
017  
Date: 2018.10.31 15:36:35 -04'00'

October 1, 2018

**INVOICE # 2018-DOJ-EOIR-CLAD-1**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Bjorn Miller, [Bjorn.Miller@usdoj.gov](mailto:Bjorn.Miller@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2018-DOJ-EOIR-CLAD-1, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2018-DOJ-EOIR-CLAD-1	\$ [REDACTED]

Invoice Period of Performance: September 1, 2018 – September 30, 2018

CLIN	Description of Services	September	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base Year	1	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19

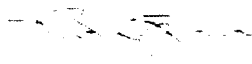
**Amount previously billed: \$ [REDACTED] Total amount billed to date: \$ [REDACTED]**

Company Name/Address: TechMIS LLC, 12208 Woodlands Circle, Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822

Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED].  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.

  
Burt Squires,  
Vice President  
TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA  
EOIR Executive Briefing Services  
Monthly Progress Report**

September 1, 2018 to September 30, 2018

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 19 Morning Briefings have been prepared and distributed during the month of September. As of this reporting period, 19 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Implement IP access to archival site.

# TechMIS LLC

VERN ELIZEE

Digitally signed by VERN ELIZEE  
DN: c=US, o=U.S. Government, ou=Dept of  
Justice, ou=EOIR, cn=VERN ELIZEE,  
0.9.2342.19200300.100.1.1=15001000486017  
Date: 2018.12.12 10:35:25 -05'00'

December 1, 2018

**INVOICE # 2018-DOJ-EOIR-CLAD-3**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2018-DOJ-EOIR-CLAD-3, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2018-DOJ-EOIR-CLAD-3	\$ [REDACTED]

Invoice Period of Performance: October 1, 2018 – October 31, 2018

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	1	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19


Amount previously billed: \$ [REDACTED]. Total amount billed to date: \$ [REDACTED]

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822

Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.

  
Burt Squires,  
Vice President  
TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA  
EOIR Executive Briefing Services  
Monthly Progress Report**

November 1, 2018 to November 30, 2018

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 20 Morning Briefings have been prepared and distributed during the month of November. As of this reporting period, 61 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.



# TechMIS LLC

November 1, 2018

## INVOICE # 2018-DOJ-EOIR-CLAD-2

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
 CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
 CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2018-DOJ-EOIR-CLAD-2, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2018-DOJ-EOIR-CLAD-2	\$ [REDACTED]

Invoice Period of Performance: October 1, 2018 – October 31, 2018

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	1	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19

Amount previously billed: \$ [REDACTED] Total amount billed to date: \$ [REDACTED]

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
 DUNS Number: 135665169  
 TIN: 59-3671822

Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
 Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.



Burt Squires,  
 Vice President  
 TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA  
EOIR Executive Briefing Services  
Monthly Progress Report**

October 1, 2018 to October 31, 2018

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 22 Morning Briefings have been prepared and distributed during the month of October. As of this reporting period, 41 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.

VERN ELIZEE

Digitally signed by VERN ELIZEE  
DN: c=US, o=U.S. Government, ou=Dept of  
Justice, ou=EOIR, cn=VERN ELIZEE,  
0.9.2342.19200300.100.1.1=15001000486017  
Date: 2019.01.31 13:17:45 -05'00'

# TechMIS LLC

January 1, 2019

**INVOICE # 2018-DOJ-EOIR-CLAD-4**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2018-DOJ-EOIR-CLAD-4, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2018-DOJ-EOIR-CLAD-4	\$ [REDACTED]

Invoice Period of Performance: December 1, 2018 – December 31, 2018

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	28/31	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19

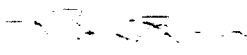
Note: Due to the government holiday by executive order, no brief was delivered on 12/24. Additionally, due to the government shutdown, no brief was delivered on the following days: 12/28 and 12/31. This invoice has been modified to reflect these days of non-service.

**Amount previously billed: \$ [REDACTED]. Total amount billed to date: \$ [REDACTED]**

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822  
Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.



Burt Squires,  
Vice President, TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA  
EOIR Executive Briefing Services  
Monthly Progress Report**

December 1, 2018 to December 31, 2018

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 17 Morning Briefings have been prepared and distributed during the month of December. As of this reporting period, 78 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.

# TechMIS LLC

February 1, 2019

**INVOICE # 2019-DOJ-EOIR-CLAD-5**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2019-DOJ-EOIR-CLAD-5, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2019-DOJ-EOIR-CLAD-5	\$ [REDACTED]

Invoice Period of Performance: January 1, 2019 – January 31, 2019

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	6/31	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19

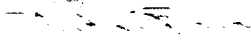
Note: Due to the government shutdown, no brief was delivered between 1/1/19 and 1/25/19. This invoice has been modified to reflect these days of non-service.

**Amount previously billed:** \$ [REDACTED]. **Total amount billed to date:** \$ [REDACTED]

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822  
Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.

  
Burt Squires,  
Vice President, TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA  
EOIR Executive Briefing Services  
Monthly Progress Report**

January 1, 2019 to January 31, 2019

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 4 Morning Briefings have been prepared and distributed during the month of January. As of this reporting period, 82 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.

# TechMIS LLC

March 1, 2019

**INVOICE # 2019-DOJ-EOIR-CLAD-6**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
 CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
 CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2019-DOJ-EOIR-CLAD-6, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2019-DOJ-EOIR-CLAD-6	\$ [REDACTED]

Invoice Period of Performance: February 1, 2019 – February 28, 2019

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	1	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

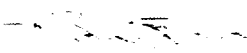
Note: Base Year Period of Performance: 9/1/18 to 8/31/19

**Amount previously billed: \$ [REDACTED]. Total amount billed to date: \$ [REDACTED]**

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
 DUNS Number: 135665169  
 TIN: 59-3671822  
 Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
 Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.



Burt Squires,  
Vice President, TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA**  
**EOIR Executive Briefing Services**  
**Monthly Progress Report**

February 1, 2019 to February 28, 2019

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 20 Morning Briefings have been prepared and distributed during the month of February. As of this reporting period, 102 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.



# TechMIS LLC

April 1, 2019

**INVOICE # 2019-DOJ-EOIR-CLAD-7**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2019-DOJ-EOIR-CLAD-7, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2019-DOJ-EOIR-CLAD-7	\$ [REDACTED]

Invoice Period of Performance: March 1, 2019 – March 31, 2019

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	1	\$ [REDACTED]	\$ [REDACTED]
<b>Amount of this Invoice</b>					\$ [REDACTED]

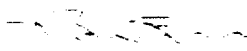
Note: Base Year Period of Performance: 9/1/18 to 8/31/19

**Amount previously billed:** \$ [REDACTED]. **Total amount billed to date:** \$ [REDACTED]

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822  
Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.



Burt Squires,  
Vice President, TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA**  
**EOIR Executive Briefing Services**  
**Monthly Progress Report**

March 1, 2019 to March 31, 2019

**Task Summary**

Publish and distribute by email each workday at 8:00 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 21 Morning Briefings have been prepared and distributed during the month of March. As of this reporting period, 123 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

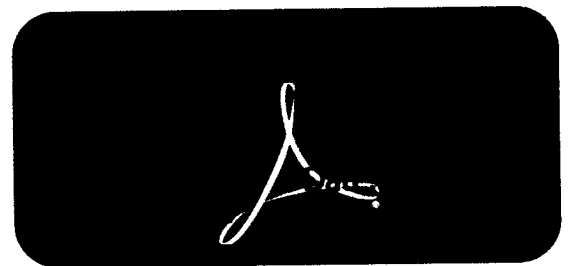
**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.

# TechMIS LLC



May 1, 2019

**INVOICE # 2019-DOJ-EOIR-CLAD-8**

TO: Vern Elizee, [Vern.Elizee@usdoj.gov](mailto:Vern.Elizee@usdoj.gov)  
CC: Kathryn Mattingly, [Kathryn.Mattingly@usdoj.gov](mailto:Kathryn.Mattingly@usdoj.gov)  
CC: Lou Ruffino, [Lou.Ruffino@usdoj.gov](mailto:Lou.Ruffino@usdoj.gov)

Subject: TechMIS, DOJ-EOIR-CLAD, GS-00F-215GA, 2019-DOJ-EOIR-CLAD-8, \$ [REDACTED]

Contractor	Agency	Contract Number	Invoice Number	Invoice Amount
TechMIS	DOJ-EOIR-CLAD	GS-00F-215GA	2019-DOJ-EOIR-CLAD-8	\$ [REDACTED]

Invoice Period of Performance: April 1, 2019 – April 30, 2019

CLIN	Description of Services	Year	Quantity (months)	Unit Price (per month)	Total
0001	Executive Briefing Services	Base	1	\$ [REDACTED]	\$ [REDACTED]
Amount of this Invoice					\$ [REDACTED]

Note: Base Year Period of Performance: 9/1/18 to 8/31/19

Amount previously billed: \$ [REDACTED]. Total amount billed to date: \$ [REDACTED]

Company Name/Address: TechMIS LLC, 12645 Grand Traverse Dr., Dade City FL 33525  
DUNS Number: 135665169  
TIN: 59-3671822  
Send EFT Payment to: TechMIS Bank R# = 051406543 Acct # = [REDACTED]  
Terms: 30 days

I have reviewed the costs being invoiced hereunder and hereby confirm that the number of days/month being invoiced is complete and accurate.

Please contact Burt Squires ([burt.squires@techmis.com](mailto:burt.squires@techmis.com) or 717-324-1342) if there are any questions concerning this invoice.

Burt Squires,  
Vice President, TechMIS LLC

Contract award date was 30 August 2018.

**GS-00F-215GA**  
**EOIR Executive Briefing Services**  
**Monthly Progress Report**

April 1, 2019 to April 30, 2019

**Task Summary**

Publish and distribute by email each workday at 7:30 AM ET, Monday through Friday, the EOIR Morning Briefing on behalf of EOIR's Office of Communications and Legislative Affairs Division (CLAD).

The EOIR Morning Briefings serves as an alert to emerging issues, leads for potential EOIR investigations, and information that can be shared internally about ongoing EOIR programs and activities.

**Overall Progress**

A total of 22 Morning Briefings have been prepared and distributed during the month of April. As of this reporting period, 145 news cycles have been supported since the contract's inception.

The EOIR Morning Briefing direct distribution list now stands at 4 (a net decrease of 0 with respect to the previous reporting period).

In support of this task, TechMIS has continued to enhance its cutting-edge News Briefing formatting and delivery methods to ensure that the product's look, feel and navigational flexibility meet expectations.

**Current Problems/Risks/Corrective Actions (Technical/Schedule/Cost)**

- None.

**Planned Work for Next Reporting Period**

- Continue per contract.